

SCIENTIFIC COOPERATION

Earth Sciences

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and VIETNAM**

Signed at Reston and Vietnam
November 10 and December 30, 2014



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

VIETNAM

Scientific Cooperation: Earth Sciences

*Memorandum of understanding signed at
Reston and Vietnam November 10 and
December 30, 2014;
Entered into force December 30, 2014.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY OF THE
DEPARTMENT OF THE INTERIOR
OF
THE UNITED STATES OF AMERICA
AND
CAN THO UNIVERSITY
OF THE
MINISTRY OF EDUCATION AND TRAINING
OF THE
SOCIALIST REPUBLIC OF VIET NAM
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The Parties to this Memorandum of Understanding (MOU), the U.S. Geological Survey of the Department of the Interior of the United States of America and Can Tho University of the Ministry of Education and Training of the Socialist Republic of Viet Nam, hereby agree to pursue scientific and technical cooperation in the Earth sciences.

2. This Memorandum is subject to and governed by the Agreement on Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Socialist Republic of Viet Nam (hereinafter "S&T Agreement") signed November 17, 2000.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this MOU may consist of exchanges of technical information, visits, and cooperative research consistent with the ongoing programs of the Parties. Specific areas of cooperation may include such areas of mutual interest as:

- A. Ecosystems;
- B. Climate variability and land-use changes;
- C. Energy and minerals;
- D. Environmental health;
- E. Natural hazards, risk and resilience assessments;
- F. Water resources; and
- G. Informatics and data integration.

2. Activities under this MOU shall be undertaken consistent with the applicable laws and regulations of each Party.

3. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies, and other entities of the United States and Viet Nam.

4. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Party's Government, invite other government entities or agencies of the United States and Viet Nam, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this MOU, subject to such terms and conditions as the Parties may specify.

ARTICLE III. AVAILABILITY OF RESOURCES

All activities under this MOU shall be subject to the availability of personnel, resources, and funds. This MOU shall not be construed to obligate any particular expenditure or commitment of resources or personnel.

ARTICLE IV. FEE AND TAX EXEMPTION

Consistent with its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs, duties, and other charges (excluding fees for specific services rendered) levied with respect to the import, export, purchase, ownership, use, or disposition of goods (including personal property) and services by or on behalf of the other Party in support of activities under this MOU.

ARTICLE V. INTELLECTUAL PROPERTY

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU shall be governed by the provisions of Annex A of the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this MOU shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall review the activities conducted under this MOU and develop proposals for future activities, as appropriate.

ARTICLE VIII. DATA EXCHANGE

The Parties acknowledge the value of exchange of Earth observation and related activities. The Parties agree to promote the open exchange of Earth observation and related data activities within their national structures in order to provide maximum social and scientific benefits of such data.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this MOU shall be arranged in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals are contemplated, such activity shall be described in an agreed Project Annex (PA) to this MOU, which shall set forth in terms appropriate to the activity; a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this MOU. In case of any inconsistency between the terms of this MOU and the terms of a PA, the terms of this MOU shall control.

ARTICLE X. ENTRY INTO FORCE AND TERMINATION

1. This MOU shall enter into force upon signature and shall remain in force until terminated.
2. Either Party may terminate this MOU by providing ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this MOU shall not affect the validity or duration of activities under this MOU that have been initiated prior to such termination. The terms of this MOU shall continue to apply to such projects until they are discontinued.

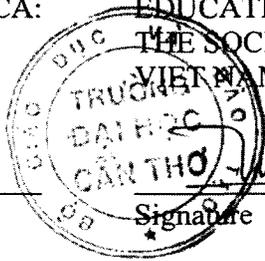
3. This MOU may be amended by mutual written agreement of the Parties.

Signed in Reston, Virginia, and _____, Viet Nam, in duplicate, in the English and Vietnamese languages.

FOR THE U.S. GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA:

FOR CAN THO UNIVERSITY
OF THE MINISTRY OF
EDUCATION AND TRAINING OF
THE SOCIALIST REPUBLIC OF

Suzette M. Kimball
Signature



VIETNAM: ngan
Hà Thanh Toàn
Signature

Suzette M. Kimball
Name

Hà Thanh Toàn
Name

Acting Director
Title

Rector
Title

10 November 2014
Date

30 December 2014
Date